Previous references.
cr 179-08-142

1909.

(courts)

File No. 71-09

Serial Nos. 142

Later references.
3411 of same file

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 142.

Part B. for october 1909

SUBJECT.

Attachment by civil courts of the amount deposited by the Bangalore central jail contractor and the monthly bill money due to him

---

Table of contents

1: From the D.G. of Prisons No 1300/84-08 dt 3-9-09
Forwards the correspondence connected with the order of attachment of the amount deposited by the Bangalore Central Jail Contractor and the monthly bill money due to him as also the stores and solicits early instructions as to whether the order of the court may be given effect to

2. To the D.G. of Prisons No 9968 dt 27-9-09
Issues certain instructions in the matter

G.R.S.11] 1909-10

GENERAL AND REVENUE SECRETARIAT

(Courts -)

NOTES.

Cts. File No. 71-09-

FILE HEADING.

Attachment by Civil Courts of the amount deposited by the Bangalore Central Jail Contractor and the monthly bill money due to him

From

The Inspector General of Prisons.

No. 1300/84-08. Dated 3-9-09. Received 4-9-09.

Diary No. 9620. | Enclos. 1 file Spare Copies | Serial No. 1

BRIEF ABSTRACT OF LETTER.

Forwards the correspondence connected with the order of attachment of the amount deposited by the Bangalore Jail Contractor and the monthly bill money due to him as also the Stores and Solicits early instructions as to whether the order of the Court may be given effect to.

NOTES AND ORDERS.

1) Submitted for orders with a copy of Civil Pro. Code. The matter has been fully discussed in Cts File No. 179 of 08, S. Nos 1 & 2. The Govt. Advocate may perhaps be consulted.

Stes 4.9.09

SN 6.9.09

2. There is no difficulty about the Security amount.

NOTES—First sheet

GPB—30,000—3-4-07.

Serial No.

Even if it is attached, the amount does not become immediately payable to Govt and will become so even at the End of the Contract period only after the Govt dues are satisfied. In other words the lien of Govt over the amount will not in any way be affected. The process may therefore be accepted

3 But as regards the "advances" that may be amount paid by way of monthly paid to the Contractor Every months, it is difficult to say whether they are attachable or not. The Govt Advocate however is of opinion (please see file below) No 1798 of 08) that they are not attachable. His opinion may be followed.

4 The articles stored by the Contractor appear to be attachable till delivery has been taken by the Govt. Please see Condition 11 of the Notification. The opinion of the Govt Advocate may, if necessary, be again invited as to what course should be pursued by Govt

6/9/09

7/9/09

Further note

5. Perhaps the best course would be

x. Further the bills allachment warrant does not specify the months for which the bills are intended.

NOTE—Contn. sheet.

GPB—50.000—13-5-08

Serial No.

to request the Govt Advocate to appear before the Court on the day of the hearing and Show Cause against the proposed attachment. The Munsiff's order dated 4th Aug 09 shows that he is not likely to be persuaded by arguments conveyed through Correspondence.

6/9/09 SH

6

Secy, To the Govt Advocate for opinion. M. Chandrasekhara Ayyar 10/8/09

(9)

SH 10/9/09.

7

R. O. 16/09-10

The opinion recorded by me in the linked file, is to the effect that an attachment of the amount deposited by a Contractor will be subject to the terms and conditions of the contract such as forfeiture &c, and that an attachment of the value of the things supplied in a month which under the terms of the contract became payable to him at the end of a month was perfectly valid. When I was asked, in a conversation, to suggest a mode of avoiding the inconvenience of withholding the payment of a bill which will hamper a contractor in fulfilling

13/9 Secy 13/9/09

G. R. S. 12]
General and Revenue Secretariat.

61 File No. of 190 -10

Serial No.

fulfilling his contract, I mentioned that this might be accomplished by adding the following conditions to the contract viz., (1) The value of the things supplied by the Contractor shall become payable to him at the end of the year during which the contract is to run; (2) That the Government ~~shall~~ may advance, at the end of each month, a sum of money not exceeding the approximate value of things supplied in the month, for the purpose of enabling the contractor to purchase and store in the Jail premises the next or following month's supply and (3) That the amounts thus advanced must be set off against the amount payable to contractor at the end of the year for things supplied by him. I still adhere to these views and see no reason to modify them.

Please send for this bond & oblige me by [illegible] [illegible]

8 2. It is not clear whether, in the case under consideration, any bond has been taken from the Contractor as required by para 9 of the notification (dated 10-12-08) calling for tenders, and whether the terms named above have been embodied therein. If such be the case, the receipt of an attachment notice will not prevent the Jail Superintendant from making an advance to enable the contractor to purchase and store the grain &c in the Jail premises for the next month's supply on the understanding that the amount advanced shall be set off against the price due for the same at the final settlement. The reason for this

NOTE—Contn. sheet.

GPB—55,000—27-4-09

Serial No.

this statement is that the amount intended to be advanced is not the property of the judgment debtor in the hands of the Superintendant which might be attached under section 272 Civil Procedure Code, inasmuch as it is not the price of the articles supplied by the contractor in the previous month which becomes payable only at the end of the Contract.

9 3. In respect of the gram &c in the store room, the attachment notice under section 272 is clearly illegal and ineffectual, for the simple reason that the articles are not in the custody of the Superintendant. It may be that the Government has a lien on the articles in store for the amount advanced for purchasing the same.

But please see 24's letter—para 6 Sd

10 4. Under the circumstances the Superintendant may, I think be instructed to inform the Munsiff, without going into details, that the receipt of the notice of attachment has been noted subject to the terms and conditions of the contract between the Government and the judgment debtor and to all other legal objections to the validity of the same.

11 5. I do not think it necessary to make any representation to the Court on the date of hearing. The Munsiff can, under the Civil Procedure Code, do nothing more than sell the right of the judgment debtor under the contract. The purchaser will be entitled to the sum that may become payable to the contractor at the end

What about the grain if the Munsiff considers the attachment effected and orders proceeds to sell it? Govt will then have to step in to have the sale stayed? Sd

NOTE—Contn. sheet

GPB—55,000—27.4.09

Serial No.

end of the year. A Civil Court attachment will not have the effect of putting an end to the contract immediately.

12 6. In addition to the three clauses mentioned in para one, the following clause may also be included in the bonds to be executed by the contractors in future:- " (4) The Government shall have a lien on the grains &c stored from time to time by the Contractor on the Jail premises for the amounts advanced to him from time to time.

A Narayanaswami Asst Supdt
13.9.09

13 Submitted for orders with a draft reply to the Dy Inspr of Prisons
Hon SW 14/9/09
14.9.09

14 I beg only to point out that if it is held that the grain in the Store room is not attachable because it is not in the custody of the Supt", then it will be very easy for the Creditors to go and seize the articles (by means of another warrant), as in that case the Supt can not object to the seizure at all. This will bring about the same result which we are now trying to avoid. However, under

NOTE—Contn. sheet.

GPB—55,000—27-4-09

Serial No.

the Circumstances the Course suggested by the Govt Advocate appears to be the best feasible may be followed.

15/9/09 SH

Secy/15

Please revise the draft as personally instructed & submit to the 1st & 2nd Councillors.

Proms & Conf

16/9/09

SH

16/9/09

1908

16 Draft revised accdy. Submitted to 2nd Cr

19/9/09 SH

17 This draft may issue - I have no remarks to make

20/9/09

21/9/09

2 Dft

16 Subd to 1st Councillr.

SW. 21/9/09

22/9. SH

17 may issue

3 Dft 22.9.09

NOTE—Contn. sheet.

GPB—55,000—27-4-09

22/9/09 SH 23/9/09

Urgent

D. O. No: 68

OFFICE OF THE INSPECTOR GENERAL OF PRISONS IN MYSORE.

A.84-08

En / file no: 34 of the M.S.

Bangalore, the 10 ..... 1909.

8/10 J 932

My Dear Mr Chandrasekhara Iyer

I am sorry to say I am not yet clear as to the procedure the Supt. B.P.J. ought to take in connection with the Contractors appeal Your letter No T 968 - of 27 Sep of seems to sanction current procedure - but in para 4 there is something I have misunderstood discomfort me red discomfort me

So would you please just let me know, as I am a plain man with

no knowledge of law" whether

i the advance has been expended from the Contractor monthly is attachable by the court under existing conditions of Contract, or

ii or whether the stock of food materials in the store on the Jail as an advance say must is attachable - either it or the value of it?

- Enclosed the Bond and the Undertaking to be signed by the Contractor in recognition of his having assented to these conditions

I am
Enclosures
Yours
[illegible]

G. R. S. 12.]
General and Revenue Secretariat.

File No. 71 of 1909-10

Serial No.	
2	To the Dy of Sussms in Mysore L 99689 2/9.09
	Issues certain instructions in the matter.
	DO letter No 68-784-08 9.10.09 from Lt Col J Smyth, requesting certain further instructions in the matter.
	Submitted for orders.
	Hcs SW/9/10 8.10.09
	2 The bond is all right – having been executed according to the terms mentioned in the Sale Notification.
	3 Please put up a draft stating that the word "Same" in para 4 of this Office letter of 27th Sept referred to by the Dy in his DO as underlined, refers to the attachment warrant – and that the advance amount and the Stock are not attachable and that in any case no further action in the matter need be taken now.
	9/10/09 SH
	DO 9/10/09 Submitted with a DO Ref. Hcs 9.10.09 SW 9/10
	See 7 11/10/09 25 Issued 11/10 11/10/09

NOTE—Contn. sheet.

GPB—55,000—27-4-09

G.R.S. 26]

File No: 71-09

Serial No.

Diary No. of letter replied to J 432

D.O. No. J 1145

CA 71-09

General and Revenue Secretariat

(CA)

, *the* 190

Date of issue 12-10-09

Signed by Mr K.S. Chandrasekhara Iyer

~~To~~

(Dear)

Please refer to your D.O. letter No 68-784-08 dated the 7th October 1909 regarding the attachment by the Civil Courts of the bill money due to the Contractor of the Bangalore Central Jail and also of the grains, &c., stored by him in the said Jail premises.

In reply I am to state that the word "same" in para (4) of this office letter No J 968-CA 71-09-2 dated the 27th September

over.

SUBJECT.

1/1909 Which is
in the copy forwarded with the letter under reply to Q
You refers to the attachment
and that the monthly
advances fax to be paid
to the Contractor and
the stones in the jail
premises are not
attachable.
Can I add that
In any case no further
action in the matter
need be taken now (Ltr. the Supt
The enclosures received
with your D.O. letter under
reference are herewith
returned.

With reference to the
above, I wrote to say
that having regard to the
terms of the bond, it
seems clear that

Yours Sincerely,

List of enclosures,

SW
5/10/09

Lt. Col. J. Smyth. CB. D.S.O.
I.G. of Prisons in Ireland

Copied by

Examined by

DLB
Dec
9/10/09

GPB—10,000—23-5-08

G. R. S. 12]
General and Revenue
Secretariat.

Cls File No. 71 of 1909-10

Serial No.

Issued & Subd to 1st Councillor for information

18/10/09

Rec 20/10/09

27 Recd 19/10/09

19/10/09

To the D.G. of Prisons, D.O. letter No. 1145/Cls 71/9

dy 12-10-09.

States that the monthly advances to be paid to the Contractor and the Stores are not attachable and that no further action need be taken.

NOTE—Contn. sheet.

GPB—55,000—27-4-09

URGENT

No. 1300 Office of the Inspr. Genl. of Prisons in Mysore,
8408 Enc. 1 file. Dated Bangalore, 3rd September 1909.

From

Lt.-Colonel J.Smyth M.D., I.M.S.,
Inspector-General of Prisons in Mysore,
Bangalore.

To

K.S.Chandrasekhara Aiyar Esqr., B.A., B.L.,
Secretary to the Government of His Highness
the Maharaja of Mysore, Genl. & Rev. Deptts.

Sir,

I have the honor to report that in pursuance of instructions conveyed to me unofficially in Courts file No.179-08 of the General and Revenue Secretariat, Jail contracts have now been entered into for one full year at the end of which accounts will be finally adjusted but in the meanwhile advances are being given at the end of each month to facilitate further supplies. (Vide clause 10 of the Notification calling for tenders - herewith sent).

2. The adoption of this new procedure has not produced the desired effect - viz, the prevention of the attachment of contractor's money. Another case of attachment has been reported to me, the party concerned in the present instance being one Nanjundappa - the present contractor of the Bangalore Central Jail. The Superintendent of that Jail received and forwarded to me for orders with his No.601/F.34 dated the 30th July last (copy herewith sent) a warrant of attachment issued by the principal Munsiff of Bangalore demanding the withholding of the contractor's security money and the amount due on the bill of supplies made by him to the Jail in the month of July 1909.

3 With the help of the file referred to in para 1 above and your letter No.J.1597/Cts.179-08-2 of the 5th December 1908, I had no difficulty as to how to instruct the Superintendent. I wrote to him in my No.1080/84-08 dated the 30th July 1909 - copy herewith sent - that the two sums specified in the warrant need not

1909

From

The Insp^r Gen^l of Prisons
in Mysore.

To

The Secy. to Govt
Gen^l & Rev Dep^t.

Dated 3rd September/09

Despatched 4^o

Received

General No. 1300

No. 84—08

Enclosure No. 1 file.

Forwards the correspondence re: the attachment of contractor's money in the B.C. Jail & requests to issue definite instructions as to how to proceed in the matter.

need not be attached as Government had a prior claim over the one and the second one was not due to the contractor as yet.

4. The Judge to whom the Superintendent conveyed my reply was apparently not satisfied with it and re-directed the warrant for execution with his No.57/33 dated 11th August 1909 - (copies thereof and its enclosure herewith sent). On Superintendent again seeking my instructions in the matter, I furnished them to him in my No.1205/84-08 dated 17th August 1909 - copy herewith sent.

5. The Judge has now forwarded for the third time another warrant of attachment in which he not only includes the two sums specified in the warrant issued by him in the first instance but also desires that the stores in Jail belonging to the contractor should be handed over to the Court. The Superintendent who forwards it to me with his No.688/F.34 dated the 31st August 1909 - copy herewith sent - is afraid that he will be held personally responsible in the matter. He has actually drawn from the Treasury on the 31st August 1909 the amount of advance that under condition 10 of his Notification he has to pay to the contractor to enable him to store up articles required for issue in the next (i. e. September) month; but hesitates to pay as he has nothing in writing absolving him from personal risk.

6. The warrant of attachment referred to in the above para is herewith sent for favor of perusal and return when done with. It appears to me that it ought to be returned unexecuted because firstly, it is not in order as it bears no date. Secondly, of the three things specified therein

the 2nd, viz, the security money is not liable to attachment at present as Government has a prior claim over it. There is no objection to hand over the Court after the expiry of the contract the whole of the security money or any portion of it that will remain unconfiscated to Government at the time

the 3rd, viz, the bill amount is not attachable as in the first place the Judge does not specify what particular months bill amount he means and in the second

place

place whatever he may mean by it, it is not an amount due to the contractor but only an advance given to him for a definite purpose, viz, to store up articles for issue in the succeeding month.

the 1st, viz, the stores are not attachable as they are the property of Government purchased on its behalf by the contractor with the money advanced to him for the purpose and stored by him in godowns belonging to Government.

7. I request that the entire matter may be placed before Government and definite instructions as to how to proceed in the matter obtained and communicated to me at the earliest possible date as otherwise Jail supplies will be hindered.

I have the honor to be,

Sir,

Your most obedient servant,

For Inspector-General of Prisons.

T.C.G.

4

Letter No.601/F.34 dated the 30th July 1909 from Dr. P.S. Achyuta Rao, Superintendent, Bangalore Central Jail; to Lt.-Col. J.Smyth M.D., I.M.S., Inspector-General of Prisons in Mysore.

In forwarding the enclosures for favor of immediate orders I have the honor to report as under:-

(1) The principal Munsiff of Bangalore asks for the attachment (i.e. non-payment to the contractor) of the amount of this month's bill and the deposit amount.

(2) The deposit amount of course cannot be paid to any body till the end of the present contract.

(3) The amount of this month's bill will have to be paid to the contractor tomorrow i.e. the 31st instant to enable him to purchase such materials as he has to supply for the next month under condition 10 of the Notification dated 10th December 1908.

(4) But I cannot disobey the order of the Court lest it may under the rules in force make me personally responsible for the amount.

(5) On the other hand if the amount is withheld from the contractor he may stop the supply and will under such a condition
18 be liable to be dealt with under condition 19 of the said Notification.

(6) Under these circumstances I beg for specific instructions as to whether the amount due on the current month's bill should or should not be paid to the contractor tomorrow. In other words whether condition 10 of the Notification in inverted commas means that advance amount is not attachable by a Civil Court.

"/C O P Y "

For Inspector-General of Prisons.

5

Docket No.1080/84-08 dated the 30th July 1909 from Lt.-Col. J.Smyth M.D., I.M.S., Inspector-General of Prisons in Mysore; to Dr. P.S.Achyuta Rao, Superintendent, Bangalore Central Jail.

His No.601/F.34 of date, intimating that the Principal Munsiff asks for the attachment of the amount of the contractor's present month bill and his security money and soliciting instructions in the matter.

Has the honor to state that the Superintendent has to remember that he has about 800 men to provide for next month and that if he does not pay the contractor as usual the contractor will be unable to supply the necessary articles. But apart from this - though this is all-important - the Government Advocate has advised that under the condition No.10 of our Notification, drawn up by his advice, the monthly payments to the contractor (which are only advances and not final payments) are not attachable by the Courts.

2. The amount deposited by the contractor as security for the proper performance of the contract is not attachable till the end of the term of the present contract as the Superintendent rightly opines.

3. The warrant of attachment in duplicate received with the above is herewith returned.

"/C O P Y "

For Inspector-General of Prisons.

T.C.G.

6

Docket No.57/33 dated the 11th August 1909 from the Principal Munsiff, Bangalore; to the Superintendent, Central Jail, Bangalore

---

Has the honor to forward herewith the prohibitory notice in duplicate returned with his No.605/34 dated 31-7-09 and to request that he will be so good as to execute the same for reasons stated in the copy of order passed in the case, which is herewith sent for reference.

(Signed) M.L.Srikantesha Gowda
Principal Munsiff.

" C O P Y "
(Sd.) P.S.Achyuta Rao
Superintendent
B.C.Jail.

" C O P Y "

For Inspector-General of Prisons.

T.C.G.

7

In the Court of the Principal Munsiff of Bangalore.

Mis. No.66 of 09-10.

Present M.L. Srikantesa Gowda Esqr., B.A., B.L.,

Principal Munsiff

Dated 4th August 1909.

Petitioner.	Opponents.
Kamalram Lalchund Sait,)) Hasbay Udavadoss Sait)	1. Chick Bassanna 2. Nanjundappa

O R D E R.

The Superintendent Central Jail, writes that the amount with him could not be attached as per advise of the Government Advocate. The advise of the Government Advocate is not law. The Superintendent should obey the order of the Court. The warrant should be redirected to him with a copy of this order.

(Sd.) M.L.Srikantesha Gowda
Principal Munsiff.

" C O P Y "

(Sd.) M.L.S. Gowda
Pl. Munsiff.

" C O P Y "

For Inspector-General of Prisons.

Docket No.1205/84-08 dated the 17th August 1909 from Lt.-Col. J.Smyth, M.D., I.M.S., Inspector-General of Prisons in Mysore, to Dr. P.S.Achyuta Rao, Superintendent, Central Jail, Bangalore.

His No.639/F.34 dated the 11th instant, forwarding in original the Bangalore Principal Munsiff's order dated the 4th instant, re-directing for execution, the warrant of attachment of contractor's money and soliciting instructions as to what he should now do in the matter.

Has the honor to return herewith the Munsiff's order and its enclosures to-gether with a copy of the Government advocate's opinion in the matter (purely for his information) as desired in para 2 of the above letter.

2. When after receipt of instructions conveyed to him in this office No.1080/84-08 dated 30th July 1909 he returned the warrant of attachment to the Court there was no necessity for him to have made in the letter to the Munsiff, any mention of Government Advocate's advice.

3. What he should now do in the matter is to return the attachment warrant unexecuted and to invite the attention of the Munsiff to condition 10 of the Notification according which the contract for supply was entered into for the whole year at the end of which alone final adjustment of accounts will take place and what is now being paid to the contractor at the end of each month is not any definite money falling due to him but only an advance calculated approximately to be equivalent to the value of supplies made and given to him to facilitate supplies. As these advances given in any month are subject to deduction in the bill for the whole year and as the security money is subject to the prior claim to Government, he may inform the Munsiff that the amounts

specified

29

specified in the attachment warrant cannot be attached.

"COPY"

For Inspector-General of Prisons.

T.C.G.

Letter No.688/F.34 dated the 31st August 1909 from Dr. P.S. Achyuta Rao, Superintendent, Bangalore Central Jail; to Lt.-Col. J.Smyth, M.D., I.M.S., Inspector-General of Prisons in Mysore.

In forwarding the enclosures I have the honor to report that in spite of my having written to the Principal Munsiff of Bangalore on the 18th of this month in strict accordance with the instructions conveyed in your No.1205/84-08 dated 17th August 1909 that officer has once again sent me a warrant of attachment and this time he has included the store of food grains now in stock in the Jail stores.

2. As at present advised I am afraid if I, as the disbursing officer, pay the amount of this month's bill to the contractor I may be held personally responsible for the amount and to protect my own skin therefore I have held the payment in abeyance subject to your kindly giving me specific instructions as to whether I should obey the Court order or no now, as well as hereafter on receipt of similar requisitions from the Civil Courts.

3. All that I am concerned with is that I should not be held by law personally responsible to make good the amount, if I pay the same to the contractor.

4. I also crave instructions as to the attachment of the food stuffs in store. A lawyer whom I consulted for my own benefit gives me to understand that what has not been actually supplied by the contractor to the Jail should be considered as his property though stocked in the godowns of the Jail and as such is legally liable to be attached by his creditors and that disobeyance of the Court order in regard to its attachment might render me personally liable for the value thereof.

"COPY"

For Inspector-General of Prisons.

G.R.S. 26] Rec 24-9-09 2½ ab

11 Cts File No. 71/09
Serial No. 2

Diary No. of letter replied to 620

No J 968 Encl
cts 71-09-2

General and Revenue Secretariat
(Courts)
, *the* 190

To The I.G. of Prisons
in my Sire

Date of issue 27-9-09

Signed by W.S. Hiriyannaiya

Sir,

I am directed to acknowledge the receipt of your letter K 1300/84-08 dated the 3rd September 1909, seeking instructions in the matter of the execution of the warrant of attachment issued by the Principal Munsiff of Bangalore, directing that the Security amount deposited by the Contractor of the Central Jail, Bangalore, and the amount due to him on the monthly bill of Supplies as well as other ~~of~~ Grains etc ~~shall be~~ stored in the Jail premises be held subject to the further orders of the Court.

Jail Contractor's Security deposit ~~Proxy~~ advances made ~~account~~ the amount due on the ~~months~~ bill of

over.

SUBJECT.

Sd/ 28/9/09

of Supplies, and [illegible] by transfer of the Stores in Jail belonging to the Contractor

2. In reply, I am to state that according to the instructions conveyed to you unofficially in this file no 179 dated [illegible], it was intended that the following Conditions should be added to the terms of the Contract in order to avoid the inconvenience felt:- Viz. (1) that the value of the things supplied by the Contractors shall become payable to him at the end of the year during which the Contract is to run; (2) that the Govt may advance at the end of each month, a sum of money not exceeding

List of enclosures

Copied by

Examined by

GPB—10,000—20-4-06.

G.R.S. 27]

GENERAL AND REVENUE SECRETARIAT.

(*Continuation Sheet draft form.*)

the approximate value of things supplied in the month, for the purpose of enabling the Contractor to purchase and store, in the jail premises, the next or following month's supply, and (3) that the amounts thus advanced should be set off against the amount payable to the Contractor at the end of the year for things supplied by him.

3 It is not clear, whether in the case under Consideration the Conditions referred to above have been embodied in the bond taken from the Contractor. If such be the case, the receipt of an attachment notice will not prevent the Jail Superintendent from making an advance to enable the Contractor to purchase and store the grain &c, in the jail premises for the next month's supply on the

understanding that the amount advanced shall be set off against the price due for the same at the final Settlement.

4 In respect of the grain &c, in the Store room the notice of attachment under Section 272 of the Civil Pro Code is ineffectual for the simple reason that the articles are not in the custody of the Superintendent of Jails though the Govt has a lien over them. may be that the Govt has a lien on those articles.

5 Under the circumstance, the Superintendent may if is requested, be instructed to inform the Munsiff, ~~of the exact facts into details~~, that the receipt of the notice of attachment has been noted subject to the terms and Conditions of the Contract between the Govt and the judgment-debtor and to all other legal objections to the Validity of the same. It may be noted that

(one of which is that the Contractor shall keep in the Store room of the Jail not less than a months Supply of all non-perishable articles)

G.R.S. 27]

GENERAL AND REVENUE SECRETARIAT.

(*Continuation Sheet draft form.*)

the Munsiff Cant under the Civil Pro. Code, do nothing more than sell the right of the judgment debtor under the Contract and that the purchaser is entitled to the sum that may become payable to the Contractor at the end of the term of Contract. A Civil Court attachment will not have the effect of putting an end to the Contract immediately. I am also to add that in addition to the three clauses mentioned in para 2, the following clause may be included in the bonds to be executed in future: (4) "The Govt shall have a lien on the grain &c, stored from time to time by the Contractor on the jail premises for the amounts advanced to him from time to time."

The warrant of attachment received with the letter under reply is herewith returned.

I have &c

For Secy

14/9/02

MGCPB—30,000—5-4-05.